Davidson County DEEDTRS
Recvd: 06/17/04 11:52 4pgs
Fees:23.00 Taxes:25.90

20040617-0071758

Prepared by: Charles A. Leach, Esquire
2008 Maplemere Drive
Nashville, TN 37215

ADDRESS NEW OWNER AS FOLLOWS: Nearside Profit Sharing Plan
P.O. Box 3147
Brentwood, TN 37024
Nashville, TN

SEND TAX BILLS TO: Same

MAP PARCEL NOS.
Map 091-08
Par 120&121

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater for this transfer is $ 7,000.00.

Affiant

Subscribed and sworn to before me this 28 day of May, 2004.

NOTARY PUBLIC
My Commission Expires: 11-26-05

SUBSTITUTE TRUSTEE'S DEED

This deed is made and entered into as of this the 14 th day of May, 2004, by and between Charles A. Leach, Substitute Trustee, and Nearside Profit Sharing Plan, a Trust, (the "Grantee" herein).

WHEREAS, John Gant, unmarried, by a certain deed of trust ("Deed of Trust") of record in Instrument No. 20000817-0081417, Register's Office for Davidson County, Tennessee, conveyed to Gary B. Fisher, Trustee, for the use and benefit of Nearside Profit Sharing Plan, a Trust, as Beneficiary, securing the payment of a promissory note, etc., as described in the said Deed of Trust; and

WHEREAS, Gary B. Fisher was either unable to act as Trustee under the said Deed of Trust, or for other reasons selected by the Beneficiary, Charles A. Leach *and his agents was* appointed Substitute Trustee(s) by Nearside Profit Sharing Plan, a trust, the holder of said Note, etc., by an Instrument of record in Instrument No. **20040330-0035743**, said Register's Office, with authority of any of them to act alone with the powers given the Trustee; and

WHEREAS, default in the payment of the note secured by the Deed of Trust has been made; and notice of such default was properly given.

AND WHEREAS, the owner and the holder of said Note has demanded that the real property be advertised and sold in satisfaction of said debt and the cost of the foreclosure, in accordance with the terms and provisions of said Note and Deed of Trust. And the Substitute Trustee has advertised the said property for sale in The Nashville Record for at least three successive weeks (see the April 8, 15 and 22, 2004 issues), for sale on May 3,

2004 (the "Advertisement"), and a copy of such Advertisement was given to the Debtor and following such notice, such default was not cured.

AND, WHEREAS, The right was reserved in the Advertisement to adjourn the day of sale on May 3, 2004, to another day and time certain, without further publication and in accordance with law. And, upon announcement of said adjournment on the day and time and place of sale set forth above, the Substitute Trustee or his agent did adjourn the sale until May 14, 2004, at 11:00 AM, at the same place.

AND, WHEREAS, The Substitute Trustee (or his agent) did offer the property for sale, and after opening the floor for competitive bids, sold the property to the Grantee herein at the price of $7,000.00, this being the highest, last and best bid for cash and free from all rights and equity of redemption, statutory or otherwise, homestead, dower and all other rights and exemptions of every kind, as provided in said Deed of Trust.

NOW, THEREFORE, notice is hereby given that I, Charles A. Leach, Substitute Trustee, pursuant to the power, duty and authority vested in and imposed upon me in said Deed of Trust, did, by and through my agents, in consideration of the premises and the sum of $7,000.00, credited against the Note, by these presents do hereby quitclaim and release unto the Trustee of the said Nearside Profit Sharing Plan, a Trust, (the "Grantee" herein), its successors and assigns, all my right, title and interest, as Substitute Trustee only, and no further or otherwise, in and to certain real property situated in Davidson County, Tennessee, described as follows:

> Land in Davidson County, Tennessee, being Lots 13 and 14 on the Subdivision of Lots 25 and 26 of the County Lands, as shown by plat of record in Plat Book 161, page 169, in the Register's Office for Davidson County, Tennessee, to which plat reference is made for a more complete description of said Lots.
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> Said Lot 13 being the same property conveyed to Bessie Bounds by Quitclaim Deed of record in Book 9089, page 993, and being the same property conveyed to John Gant from Bessie Bounds by Affidavit of Inheritance of record in Book 9771, page 574, and being the same property conveyed to Eloise Dantzler by Quitclaim Deed from John Gant of record in Instrument No. 20010622-0066404, Register's Office for Davidson County, Tennessee.
>
> Said Lot 14 being the same property conveyed to Eloise Dantzler by Quitclaim Deed from John Gant of record in Instrument No. 20010622-0066403, Register's Office for Davidson County, Tennessee.

The street address of the real property is 1016-1018 40th Avenue, North, Nashville, Tennessee (Map/parcel 091-08-120 and 121).

Said sale is subject to the following matters, liens and taxes:

(1) Said Lots are subject to 2002 and 2003 real property taxes, plus penalty and interest, now due and payable.

(2) Said Lot 13 is subject to deed of trust of record in Book 7749, page 16, said Register's Office (secures $55,000).

(3) Said Lot 14 is subject to deed of trust executed by Bessie Bounds, to trustee for William Lamar Newport, recorded in Book 9115, page 412. said Register's Office (secures $25,000).

(4) Metro Codes Letter of record in Instrument No. 20031009-0150356, said Register's Office.

(5) All matters noted on the above Plat of record.

(6) Judgment lien in favor of Thornton & Associates, Inc., taken in the Metropolitan General Sessions Court, against John Gant, of record in Book 11732, page 359, said Register's Office, in the sum of $558.00, plus interest and court costs.

The Substitute Trustee makes no covenants of seisin or warranty of title, express or impled, and does hereby quitclaim, transfer and release the subject real property by this Trustee's Quitclaim Deed as Substitute Trustee only.

This sale is subject to all the matters set forth above, any restrictive covenants, easements or setback lines that may be applicable, any statutory rights of redemption not otherwise waived in the Deed of Trust, including rights of redemption of any governmental agency, state or federal, and any prior liens or encumbrances that may exist against the real property. This sale is also subject to any and all matters of inspection or survey, or any matter that an accurate survey might disclose. This property is being sold in an as-is, where-is condition, without any representations or warranties, express or implied, that the property is fit or usable for any purpose or use.

Given as of the day and year above written.

Substitute Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Charles A. Leach, with whom I am personally acquainted, and who upon oath, acknowledged himself/herself to be the maker/bargainor/Substitute Trustee of the within deed and that he/she as such maker/bargainor/Substitute Trustee, executed the foregoing instrument for the purposes therein contained, by signing his name as Substitute Trustee.

Witness my hand and seal at office in Nashville, Tennessee, this 28th day of May, 2004.

My Commission Expires: 11-26-05 NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:
A. Harrison Johnson, Jr., Attorney
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Nashville, TN 37219
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